



August 7, 2023

VIA EMAIL AND CERTIFIED MAIL

Toni-Anne Andrisano
Vice President, Tax (or current designee)
Bed Bath & Beyond, Inc.
650 Liberty Avenue
Union, NJ 07083

Laura Crossen
CFO (or current designee)
Bed Bath & Beyond, Inc.
650 Liberty Avenue
Union, NJ 07083

RE: Business Employment Incentive Program ("BEIP")
Bed Bath & Beyond, Inc. – P#17286
2021 - 2022 Annual Reports

Dear Ms. Andrisano and Ms. Crossen:

Please be advised that your company's 2021 - 2022 BEIP awards have been forfeited due to noncompliance of program employment requirements.

Pursuant to N.J.A.C 19:31-10.6, the business shall maintain at least 80 percent of the Base Employment Number and the required minimum number of eligible positions (MET) in New Jersey for the commitment duration to avoid an Event of Default. Your company's 2021 – 2022 annual reports indicate the company fell below 80% of the base employment number and below the minimum number of eligible positions. The company did not avail itself of the opportunity to cure each year's Event of Default.

Please be advised that the New Jersey Economic Development Authority ("Authority") reserves the right under N.J.S.A. 34:1B-132, to terminate the BEIP Grant Agreement ("Agreement") if noncompliance with any provision of the Grant Agreement continues for a second consecutive year.

Since the business did not maintain the required employment levels in the aforementioned reporting years, the Authority will terminate your company's Agreement, executed on December 4, 2006, and amended on June 9, 2016, effective immediately and withhold all accrued but unpaid liabilities. The Grantee and Grantor shall have no further obligation to each other under the Agreement; provided that as set forth in the Agreement the following Sections of the Agreement shall survive termination: Section 7, Representations and Warranties of Grantee; Section 8, Records, Access and Maintenance; Section 15, Remedies of Default; and Section 18, Indemnification.

Please contact the undersigned at Wendy.Wisniewski@njeda.gov if you have any questions regarding this matter.

Sincerely,

/s/Wendy B. Wisniewski

Wendy B. Wisniewski
Sr. Tax Credit Compliance Officer
Incentives Servicing & Compliance

cc: Bruce Ciallella, Chief Operating Officer, NJEDA
Lisa Petrizzi, Managing Director, Incentives Servicing & Compliance, NJEDA
Susan Greitz, Managing Director, Tax Law, Policy & Compliance, NJEDA
Colette Frazier, Program Manager, Incentives Servicing & Compliance, NJEDA
Anthony Szymelewicz, Senior Manager, Deloitte



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RE: Business Employment Incentive Program ("BEIP")
Bed Bath & Beyond, Inc. – P#36408
2021 - 2022 Annual Reports

Dear Ms. Andrisano and Ms. Crossen:

Please be advised that your company's 2021 - 2022 BEIP awards have been forfeited due to noncompliance of program employment requirements.

Pursuant to N.J.A.C 19:31-10.6, the business shall maintain at least 80 percent of the Base Employment Number and the required minimum number of eligible positions (MET) in New Jersey for the commitment duration to avoid an Event of Default. Your company's 2021 - 2022 annual reports indicate the company fell below 80% of the base employment number and below the minimum number of eligible positions. The company did not avail itself of the opportunity to cure each year's Event of Default.

Please be advised that the New Jersey Economic Development Authority ("Authority") reserves the right under N.J.S.A. 34:1B-132, to terminate the BEIP Grant Agreement ("Agreement") if noncompliance with any provision of the Grant Agreement continues for a second consecutive year.

Since the business did not maintain the required employment levels in the aforementioned reporting years, the Authority will terminate your company's Agreement, executed on July 25, 2011, and amended on June 9, 2016, and February 9, 2023, effective immediately and withhold all accrued but unpaid liabilities. The Grantee and Grantor shall have no further obligation to each other under the Agreement; provided that as set forth in the Agreement the following Sections of the Agreement shall survive termination: Section 7, Representations and Warranties of Grantee; Section 8, Records, Access and Maintenance; Section 15, Remedies of Default; and Section 18, Indemnification.

Please contact the undersigned at Wendy.Wisniewski@njeda.gov if you have any questions regarding this matter.

Sincerely,

/s/ Wendy B. Wisniewski

Wendy B. Wisniewski
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